Additional Conditions of the Contract

A-Documents constituting the Bid and Bid Liable to rejection

1. Documents and Constituting the Bid	1.1	The Bid prepared by the Bidder shall constitute the following components: - a) Duly signed and Stamped Letter of Offer. b) Form of Bid and Bid Prices completed in accordance with as per Annexure-A to this bidding document. c) Details of the Sample(s) where applicable and requested in the **BDS.** d) Documentary evidence establishing in accordance with **ITB 13** that the Bidder is eligible and/or qualified for the subject bidding process. e) In case the bidder is not the manufacturer and the material is supplied from outside Pakistan (from Eligible Countries only), the bidder shall be required to provide a **verifiable and valid manufacturer's authorization** from the **original manufacturer**. f) Documentary evidence establishing in accordance with **ITB 12** that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents and as per WAPDA/NTDC Specifications. g) Bid Security furnished in accordance with **ITB 18.** h) Schedule of delivery as per annexure-A to bidding document. i) Schedule of prices in respect of equipment as per annexure-A to bidding document. j) Schedule of Technical data, drawings, complete literature catalogues and brochures in respect of the equipment to be supplied. k) Valid and complete Type Test Reports issued by designated lab(s) mentioned in clause 5 under <u>Annexure-B</u> of this bidding document. l) Clause by Clause commentary on Purchaser's specification or Schedule of Deviations from specification. m) Satisfactory Operational/Performance Certificates as per bidding document. n) Supply record as defined in Qualification Criteria. o) Bidder/JV has to attach "Certificate of Quality and Standards" on its letter head that offered material shall be strictly as per WAPDA/NTDC relevant specifications/standards (amended to date). p) An undertaking that the bidder has read and accepted all provisions of the GEPCO Blacklisting Policy/Mechanism, and will provide a Non-Blacklisting Certificate affirming that, as of the tender opening date, the bidder's name is not included in the list of blacklisted firms available on the PPRA website. q) Integrity Pact. r) Last Three (03) year Audited Financial Statements and documents to ascertain the financial health of bidder. Average Annual Turnover for the last 03 years is required as mentioned in Tender Notice. s) Original Bid Security/Bank Security as per bidding document requirement.

		t) Any other document required in the **BDS**. u) Information regarding beneficial owner(s) on Annex-I as per PPRA SRO 592. The aim is to identify the case(s) where such owner(s) / Beneficiary (s) have other firms with different names registered as General Order Suppliers with DISCOs/ NTDC/ WAPDA or any procuring agency, who are **consistently** non-performing (Non-delivery of material, non-submission of Performance Guarantees, Bid Guarantees, non-execution of contract agreements etc.)
1 (a). Bids liable to rejection	1 (a).1	Bids are liable to be rejected and declared as rejected/non-responsive forthwith if: 1. The bidder does not electronically submit the required documents. 2. Document(s) of Bid Security in Original must be furnished to the office of the Procuring Agency before the Bid-Opening Deadline as mentioned in the Tender Notice. 3. Alternate proposal is submitted with the bid. 4. The bid is submitted on other than the prescribed form or is incomplete. 5. The bid is illegible in any material, part or contains alteration, additions, deletions, erasers or other irregularities. 6. Not accompanied with a Bid Guarantee or with insufficient/less/short validity or un-acceptable Tender/Bid Guarantee or on format other than provided in the bidding document or not comply with *ITB 18* or amendment in Bid Guarantee or submitted Bid Guarantee is from Bank instruments other than mentioned in bidding document. 7. Supply record (copies of contract) is not provided with the bid to ascertain the qualification criteria as mentioned in Annexure-C to the bidding document. 8. The offer is not accompanied with schedule of Technical Data & drawings of offered equipment and not accompanied with signed schedule of deviation (if any) duly filled in. 9. Offer letter/Form of Bid as provided in the bidding document is not attached with the bid or the same is not duly signed and stamped or filled by the bidder. 10. Last Three (03) year Audited Financial statements and documents are not attached with the bid as required in bidding document and firm does not meet the Average Annual Turnover requirement of tender.

		11. Bid not accompanying with an Undertaking stating that the Bidder is not black listed/debarred by NTDC/WAPDA/DISCOs/PPMC/any Government/ Public department/Donor Agencies at the time of submission of bids. The Undertaking must certify that, as on tender opening date, the bidder's name is not included in the list of Blacklisted firms available on PPRA Website. 12. Joint Venture (JV) Agreement is not attached with the bid, if firm have participated in JV. 13. If the bidder participates during bid opening as a sole entity/organization but submits the bid as part of a Joint Venture (JV). 14. Integrity Pact is not attached with the bid. 15. Valid and fresh manufacturer's authorization is not attached with the bid. 16. Fake manufacturer authorization is attached with the bid. 17. Valid and Complete Type Test Reports are not attached with the Bid. 18. Undertaking for Quality and Standards on the bidders/JV letter head, stating that material being offered by the bidder/JV shall comply to the WAPDA/NTDC relevant Specification(s) amended to date mentioned in section V and [that] there will be no compromise on the quality of the product for whatsoever reason, is not attached with the bid. 19. Bidder/manufacturer/JV do[es] not attach its registrations including FBR, pre-qualification/General Order Supplier etc. 20. The bid covers only a part /portion of the required equipment instead of complete quantity mentioned in lot. 21. Any false statement [is] made in the bid or conditional bid is submitted. 22. Any practice/act to influence the evaluation till award of the contract. 23. All the Forms which are mentioned in this bidding document are not filled and duly signed & stamped by the bidder. 24. The bidder fails to respond to the post-bid clarification within ten (10) days from the issuance of clarification requisition letter, the bid shall be considered non-responsive. 25. Undertaking is not attached on letter head of the bidder that bidder/JV complies with all the clauses, terms & conditions & literature of the entire bidding document and all attached requisite & supporting documents with the bid are genuine & authentic. GEPCO has full leverage to determine the trueness of attached documents with the bid and if any document is found false/fake, then GEPCO may initiate action against the bidder/JV as per provisions available in bidding document, GEPCO blacklisting Policy and PPRA Rules. 26. The offered delivery period exceeds the specified delivery period by more than 60 days.

B- Bid Security and Performance Security/Guarantee Requirements

1-Validity of Bid and Bid Security:

Bids shall remain valid for **150 days** from the date of opening of Technical Bids. A bid valid for a shorter period will be rejected as non-responsive. The bidder must mention in the covering letter of its bid that the offer is valid for **150 days** and that the Bid Security remains valid for **28 days** beyond the validity of bid i.e., (178) days from the bid opening date); otherwise, it will be considered that offer is not valid as required

2- Bid Security:

- In order to be considered, the tender must be accompanied by a tender/bid bond or Bid Security of the amount mentioned in the bidding document. Bid Security shall be in the form of a certified cheque, cashier's cheque, bank draft, pay order, or a bank guarantee issued by a scheduled bank of Pakistan. In case of a foreign bank, it must be counter-guaranteed by any scheduled bank of Pakistan or issued by a foreign bank operating in Pakistan and registered with the State Bank of Pakistan. The Bid Security shall be enclosed in the Technical Bid/Proposal and prepared as per the attached Proforma.
- The Bid Security shall be furnished on a non-judicial stamp paper of value Rs. 1200/- if to be submitted as Bank Guarantee. In case of any amendment, the revised security must also be submitted on stamp paper of the same value.
- The Bid Security is required against risk of bidder's conduct that would warrant the security's forfeiture, pursuant to:
  a) Withdrawal of the bid during the bid validity period.
  b) In case of a successful bidder's failure to:
    i. Sign the Contract as per Clause **ITB 38**.
    ii. Furnish the Performance Security in accordance with Clause **GCC 23 & ACC 3.**
- The Bid Security, in any acceptable form, shall be issued in favor of Chief Executive Officer GEPCO or Chief Engineer (Dev.), PMU GEPCO, and must be valid for **28 days** beyond the bid validity period (i.e., **178 days** from the date of bid opening).

3-Performance Security

- The Performance Security, equal to 10% of the contract value excluding GST, shall be furnished by the successful bidder upon acceptance of the Notification of Award/Letter of Acceptance, and must be submitted within Seven (07) days from the issuance of Letter of Acceptance.
- The Performance Guarantee shall be submitted in the form of Bank Guarantee from any Scheduled Bank of Pakistan or Foreign Banks operating in Pakistan duly registered with SBP and must be furnished on non-judicial stamp paper having minimum value Rs. 1200/-.
  In case of non-submission of Performance Security within seven (07) days from the issuance of Letter of Acceptance/Notification of Award, the Bid Security submitted by the bidder shall be forfeited.

The Performance security shall be valid for **24 months** after completion of FCS Delivery to GEPCO Warehouse Wazirabad and shall be prepared on Proforma appended in this bidding document in favor of the Chief Executive Officer GEPCO. After delivery and acceptance of the Goods, 10% percent of the Performance Security (or guarantee) shall be withheld to cover the Supplier's warranty obligations.

4- Forfeiture of Security Bond/Performance Guarantee

The contracting officer of Procuring Agency will have the right to forfeit the Security bond/Performance Guarantee.

(A) If the Contractor:-

i. Fails to supply the goods within the time specified.
ii. Commits any breach of contract.
iii. Fails to account for the import license issued on account of the purchaser.
iv. Fails to account for the raw material secured by the contractor against any License or permit issued on account of the contracting officer.
v. Fails to return drawings, design or any material belonging to the contracting officer which was to be returned in good condition to the contracting officer after the successful termination of the contract.

(B) For other reasons specified in the Purchase Order by the contracting officer of Procuring Agency for forfeiting the security deposit.

If the forfeiture of the security deposit does not compensate the contracting officer for losses suffered due to non-delivery or breach of contract for any other reasons, the contracting officer will have a right to forfeit other security deposits or to recover the same from any other security deposit made in favor of any other unit of WAPDA/PPMC/DISCOs/GENCOs/NTDC, or from any money due to the contractor from any unit of WAPDA/PPMC/DISCOs/GENCOs/NTDC.

C-Purchaser's Rights, Order of Precedence and Contractual Responsibility

1. Purchaser Right to change/ cancel the tender	1.1	a) The invitation to tender is without engagement and the Purchaser/Procuring Agency before placing the order reserves the rights: i. To scrap the tender. ii. To increase or decrease the quantity upto 15% of the total value of original contract/Purchase Order. iii. To delete any item. iv. To place order on more than one supplier. v. To vary the quantities of spares to be ordered in view of existing stocks of the spares of the same make and type. b) The Purchaser/Procuring Agency shall have the right to increase/decrease the quantity of material/equipment indicated in the contract/ Purchase Order during the Currency of the contract (till the validity of the Performance Guarantee accepted by the Procuring Agency) provided that the cost of additional material/equipment does not exceed by an amount of 15% of the total value of original contract/Purchase Order as per PPRA Rule.
2. Order of Preference	2.1	In case of any discrepancy, applicable preferences of clauses are as under: 1. Clauses of Contract/Purchase Order. 2. Clause of Letter of Acceptance/Notification of Award. 3. Clauses of Special Conditions & Additional Conditions of the bidding document 4. Clauses of Bidding Data Sheet mentioned in bidding document. 5. Clauses of Instructions to Bidders (ITBs). 6. Clauses of General Conditions of the bidding document. **Note:** This preference order clause supersedes any other clause(s) whatsoever mentioned in this tender document.
3. Responsibility for Executing the Contract	3.1	Bidder is entirely responsible for the successful execution of the Contract in all respects and in accordance with the terms and conditions as specified in the Contract/Purchase Order including the price and delivery Schedules.

D-Bidding & Evaluation Stage		
1- Post Bid Clarification	1.1	The Procuring Agency will confirm that the documents specified in this bidding document have been provided in the Bid. If any of the information related to these documents is missing, then during evaluation, the Evaluation Committee/Purchaser, at its discretion may inquire bidder(s) to provide the missing information or clarity regarding the submitted document (if required) in writing through post bid clarification, and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted. However, if the bidder(s) fail to provide the required information or clarification, or if the response is not in accordance with the Instructions to Bidders, the bid shall be considered as non-responsive. ***Note: if the response of Post bid clarification does not receive from the bidder within 10 days then, the Bid shall be considered as non-responsive.***
	1.2	The Procuring Agency may waive off any minor informality, nonconformity, or irregularity in a Bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. ***Explanation:*** *A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired. The Procuring Agency either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring Agency. Examples of minor informalities or irregularities include failure of a bidder to –* (a) *Submit the number of copies of signed bids required by the invitation;* (b) *Furnish required information concerning the number of its employees;* *the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.*
	1.3	Provided that a Technical Bid is substantially responsive, the Procuring Agency may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical

		Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
	1.4	Provided that a Technical Bid is substantially responsive, the Procuring Agency shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.
	1.5	If a Bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be evaluated for complete technical responsiveness.
2. *Evaluation and Comparison of Bids*	2.1	The Procuring Agency shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to **ITB 25** herein.
	2.2	In evaluating the Technical Proposal of each Bid, the Procuring Agency shall use the criteria and methodologies listed in the BDS and in terms of Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.
	2.3	a) The Purchaser will evaluate and compare only the Bids, previously determined to be substantially responsive pursuant to **ITB 25** herein. Evaluation and comparison of bids will be lot-wise (if material is offered in Lots). Bids not covering the entire equipment included in the item shall be considered non-responsive and not considered for further comparison. b) Bids that do not fulfill the technical specifications laid down therein shall be considered as Non-responsive. c) The Purchaser's evaluation of a bid will exclude and not take into account, the sales and other Similar taxes which will be payable on the Goods if a Contract is awarded to the bidder. d) The comparison of bids shall be made with respect to prices quoted on **FCS** basis in Pakistan including all duties and taxes levied on the components and raw materials used in the manufacturing of the offered goods offered on **FCS** (except the sales tax). Further, price preference to goods offered on **FCS** basis in Pakistan may be considered as and if applicable/allowed in accordance with the prevailing directives of the Govt. of Pakistan. **FCS Price** will be considered as landed cost. In order to claim price preference as per SRO-827(1)/2001 issued by Govt. of Pakistan, Ministry of Commerce, Islamabad dated: 3rd December, 2001, the following documents are required while submitting the Bid. i. Detail of percentage value addition through indigenous manufacturing along with list of foreign and local components for manufacturing with complete back price

		for each component etc. ii. Verifiable import documents (with documentary proof) iii. Proof of price preference already given by any DISCO/NTDC. Note: GEPCO reserves the right to physically verify the value addition, if required. e) Comparison of bids will be between main bids only. Where alternative bids are submitted, the alternative will be considered only in that instance where the alternative bid is submitted by the lowest evaluated responsive bidder. f) The Purchaser's evaluation of a bid will take into account in addition to the bid, the following factors, in the manner and to the extent indicated herein and in the Technical Specifications: i. Deviations in payment schedule from that specified in this document. For bids offering alternate payment schedule, the interest calculate @ 14% per annum will be added to the bid price. ii. Delivery schedule offered in the bid. Bids, offering delivery later than the schedule given by the Purchaser, shall be adjusted in evaluation by adding to the bid price an amount of 0.05% of the **FCS** prices of the goods per day of late delivery for a maximum period of **60 days.** iii. Any loading required as per provisions of the relevant technical specification of the equipment/material.
	2.4	In comparison of evaluated bids, Purchaser will grant a margin of preference to goods manufactured in Pakistan as per SRO 827 (amended to date)

E-Post Award, Pre-execution stage

1- Letter of Credit between Bidder and its Manufacturer	1.1	Procuring Agency reserves the right to ask following information from the bidder: Detail of import items, amount of transaction of LC, name and date of application to concerned bank for LC opening, date of case submission to SBP by concerned bank or any other information/document deemed necessary. Bidder is responsible to provide this information as & when required by the Procuring Agency.

F-Contract Execution and Performance stage

1. Delivery Period	1.1	The delivery of material offered on **FCS** basis shall be completed within the days stipulated in this bidding document, counted from date of issuance of Purchase Order. Delivery period of stores is essence of the contract and delivery must be completed not later than the date(s) specified subject to the following conditions:

		(a) <u>For Local Manufactured Material</u> Delivery date shall mean 1 st days of inspection or 15th day of inspection call shall be reckoned as date of delivery of stores at GEPCO Ware House Wazirabad, provided the goods accepted for supply have been delivered within 20 days of issuance of Inspection Certificate subject to the condition that supplier/manufacturer offers the material for inspection at least I 5th days prior to the due date and offer has not been rejected due to fake or material not conforming to the specification(s). **(b) <u>For Foreign Manufactured Material</u>** Delivery date shall mean 1st days of inspection or 30th day of inspection call shall be reckoned as date of delivery of stores at Ware House GEPCO Wazirabad, provided the goods accepted for supply have been delivered within 60 days of issuance of Inspection Certificate subject to the condition that supplier/manufacturer offers the material for inspection at least 30th days prior to the due date and offer has not been rejected due to fake call or material not conforming to the specification(s).
2. Quality Control, Inspection & Tests	2.1	To ensure the manufacture of Goods to be in conformity with Contract requirements, the Supplier shall institute and follow regular procedures for quality assurance during manufacture. The Supplier shall maintain an independent quality control department which shall be responsible for enforcing the quality assurance program. Upon Award of the Contract, the Supplier and the GEPCO Engineer(s) shall establish mutually acceptable quality control and inspection procedure.
	2.2	The Engineer(s) may require to witness any or all the tests during manufacturing. For such purpose, the Supplier shall provide free access at all times during manufacture, assembly and testing to the premises in which the work is being carried out.
	2.3	The finished goods shall be subjected to the sample and Type Tests/ Routine Tests as described in the Specifications.
	2.4	Inspection of material will be carried out at manufacturer works by the authorized representatives of the Procuring Agency. A notice of at least 15 days (for Local) and 30 days (for Foreign) in writing shall have to be given to the Procuring Agency by the bidder when the goods against the order are ready for inspection for witnessing such tests with date, time & place at the following address: Chief Engineer (Development) GEPCO Gujranwala. Telephone: 92-55-9200598, 9200593, 92-55-9 20051 9-26 Official No. 0559200528 Fax No. 0559200594 All reasonable facilities as provided in the Specifications or followed by the Industry or Trade in general shall have to be afforded to the inspecting officer(s), by bidder at the bidder's expense for carrying out inspection.
	2.5	The cost of performing as well as witnessing any tests by the inspector during pre-shipment foreign inspection shall be borne by the supplier if such tests are clearly intended by or provided for in the specifications, schedule of prices or as agreed between Purchaser and the supplier. Witnessing of the tests will cover the expenses of Two inspectors from GEPCO_ including return air ticket from Lahore, Pakistan to the place or places of inspections, boarding & lodging in any A class accommodation, local transportation and daily allowance of 200 US$ to meet other expenses. In addition, all expenses regarding visa, stamping (visa fee, first class traveling, A class accommodation etc.) of the nominated inspector(s) shall be borne by the bidder. For local inspection, the bidder will provide all reasonable facilities as provided in the specifications or followed by the Industry or Trade in general, shall have to be afforded to Two Inspecting Officers from GEPCO by bidder at bidder's expense for carrying out inspection including travel expenses (return air tickets

		for places of inspection located out of Lahore), local transportation, boarding/lodging in any A class accommodation, daily allowance of Rs.25,000/- to meet other expenses and 0.5% inspection Fee will be deposited in name of Chief Executive Officer GEPCO. (order of authority)
	2.6	In case the goods fail to withstand any test, the cost of repeating such test and the cost of witnessing such test by the inspector shall be borne by the Supplier and the equipment released or modified to the satisfaction of the Purchaser without any additional cost to the Purchaser.
	2.7	Any inspection and/or witnessing of Tests or the waiving of such tests and/or surveillance by the Engineers/Inspectors shall not relieve the Supplier of its obligations and responsibilities under the Contract/Purchase Order regardless of any approval or consent given by the Engineers and / or Inspectors.
	2.8	Two copies of all the inspection and Tests Reports and certificates including those for quality control shall be supplied to the Procuring Agency. The reports and certificates of such tests as have been witnessed shall be countersigned by the Engineer(s) and/or inspector(s).
3. Test Certificate	3.1	Manufacturer's test certificate in triplicate, confirming that the goods offered conform to specification laid down in the Contract, will be enclosed in each consignment.
4. Fake or Fraudulent Inspection Call	4.1	In the event that a bidder is found to have initiated a fake or fraudulent inspection call, as confirmed by the GEPCO nominated inspectors/Engineers, with the intent to misrepresent the readiness of goods and thereby evade the imposition of Liquidated Damages (LD), such act shall constitute a material breach of contract. Upon such confirmation, the supplier shall be afforded a one-time opportunity to submit a valid inspection call, provided it shall be submitted at least fifteen (15) days prior to the expiry of the delivery period for local material, and thirty (30) days prior to the expiry of the delivery period for foreign material. No second opportunity shall be granted under any circumstances whatsoever. In case the valid inspection call is submitted after the last permissible day (i.e., 15 days prior to expiry of delivery period for local material or 30 days prior to expiry of delivery period for foreign material) pursuant to the one-time opportunity, the bidder shall be deemed to have failed to meet the contractual delivery timeline. Accordingly, LD shall be imposed from the original due date. In the event that, under the one-time opportunity, the bidder is again found to have submitted a fake or fraudulent inspection call instead of valid inspection call, as confirmed by the GEPCO-nominated Inspectors/Engineers, such repeated misconduct shall constitute a willful and deliberate breach of contract. Accordingly, the Procuring Agency shall reserve the right to initiate strict punitive actions, including but not limited to forfeiture of Performance Security along with Cancellation of the Purchase Order, termination of the contract for default, and blacklisting of the firm in accordance with the GEPCO Blacklisting Policy, without any further notice or opportunity.

<table>
<tr><th colspan="3">G- Logistics, Delivery and Documentation Stage</th></tr>
<tr><td>1- Packing</td><td>1.1</td><td>The Goods shall be packed properly in accordance with the Technical Specification as per international standard export packing practices or as specified by the Procuring Agency.
a) The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods· final destination and the absence of heavy handling facilities at all points in transit.
b) In case the equipment is shipped in container(s), each unit of material shall be so packed that it can be safely transported by road/rail to ultimate destination in the country without disturbing the packing of other items.
c) A copy of the invoice and packing list shall be placed in each package shipped or in air carriers in case of loose cargo. In case of shipment through a container, the invoice and packing list for the entire goods in the container shall be placed therein.
d) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirement, if any, and in any subsequent instructions ordered by the Purchaser.</td></tr>
<tr><td></td><td colspan="2"></td></tr>
<tr><td>2. Delivery and Documents</td><td>2.1 (a)</td><td>For Goods supplied from abroad:
Upon shipment the foreign supplier shall notify the Purchaser, Chief Resident Representative (WAPDA) 39-C, Block-6, P.E.C.H.S. Karachi, Pakistan and the Insurance Company by fax/cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of landing number and date, port of loading, date shipment, port of discharge, etc. For this purpose, the Supplier shall mail the following documents to the Purchaser and Chief Resident Representative (WAPDA) 39-C, Block-6, P.E.C.H.S. Karachi, Pakistan with a to the Insurance Company, in such a manner that the same are received by all concerned at least 10 days before arrival of the Goods at the port or place of arrival. The Supplier will be responsible for any consequent expenses due to late receipt of the said documents.
i. Copies of the Supplier’s commercial invoice showing Goods description, quantity, unit price and total price.
ii. Original and four copies of negotiable clean, on board bill of landing marked “freight prepaid” and Four copies of non-negotiable bill of landing.
iii. Packing list identifying contents of each package.
iv. Insurance certificate.
v. Manufacturer’s or supplier’s warranty certificate.
vi. Inspection certificate, issued by the nominated inspection agency, or the manufacturer’s factory inspection report, and Manufacturer’s warranty certificate.
vii. Certificate of origin.</td></tr>
</table>

		Timely submission of correct and complete set of negotiable documents in the Bank is necessary. Any delay, ambiguity and incomplete documents on the part of supplier can cause demurrage, which are to be recovered from the supplier. The above documents shall be received by the Procuring Agency before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
	2.1 (b)	**For Goods from within Pakistan:** For local supplier, upon submission of delivery challan duly stamped and signed by ultimate consignee, Inspection Certificate, Warranty Certificate and confirmation of receipt of Performance Security by the Purchaser. The above documents shall be received by the Procuring Agency before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
3. **Insurance**	3.1	a) The Insurance shall be in an amount equal to 110 percent of the applicable INCOTERM value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes. b) Insurance is the responsibility of the supplier/Manufacturer for the delivery of the material in good condition to the Consignee's Store. c) Where delivery of the Goods is required by the Purchaser on a CIF basis, the Supplier shall arrange and pay for marine insurance, naming the Purchaser as beneficiary. Where delivery is on an FOB or C&F basis, marine insurance shall be the responsibility of the Purchaser.
H-Operational and Ancillary Services stage		
1. **Related Services**	1.1	Related services to be provided are: Free training to GEPCO employees shall be provided by the bidder as & where mentioned in the bidding document.
2. **Spare Parts**	2.1	Additional spare parts requirements are: As per specifications or otherwise as per tender document. Note: Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case, within six (6) months of placing the order and opening the letter of credit.
I- Payment Provisions		
1. Payment	1.1	a. The payments due under the Purchase Order/Contract shall be made through irrevocable confirmed sight Letter of Credit OR Direct payment to be established by the Manager (CA) GEPCO Gujranwala through any Commercial Bank of Pakistan in bidder favor by providing the Bank Particulars and in case of JV, the details of the leading partner's bank account / of Joint Venture Bank Account after issuance of Purchase Order. Manager (CA) will facilitate to arrange the LC, however, the bidder(s) shall be responsible for arrangement of the LC. The amount of material

		excluding sale tax shall be available for negotiation and encashment on the production of the following documents mentioned below. The charges of opening of L.C or any subsequent amendment thereon will be borne by bidder. The delay will be on the part of the supplier. i) Bill in triplicate for 100% claim of material supplied. ii) Delivery challan and Goods Receipt Note (GRN) duly stamped and signed by the Dy: Manager Ware House GEPCO Wazirabad. iii) Warranty Certificate. iv) Confirmation from the Deputy Manager/Manager (Procurement), PMU GEPCO Gujranwala regarding acceptance of the Performance Guarantee valid for 24 months from the date of GRN. v) Inspection Certificate issued by Inspection Committee. In case any bill submitted by the supplier is found to be forged /doubly submitted with the aim of extracting double payment or overpayment, action will be initiated against the bidder, which may lead to debarment/blacklisting of firm as per Blacklisting policy of GEPCO. Sales Tax invoice inscribing GEPCO's registration No.25-00-2716-002-82 shall be provided at the time of delivery of equipment/material, even if zero-rated supply, as per section 23 of the Act. The payment of sales tax shall be made as per prevailing sales tax rate at the time of supply on production of affidavit stating that sales tax has been paid through monthly sales tax return to the respective Collectorate of Sales Tax.
J-Warranty and Defect Liability Provisions		
1. Warranty	1.1	a) The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the approved Technical Data/ Design. b) The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination. c) A warranty to the effect that the goods offered conform exactly to the specifications laid down in this tender document and that the goods in question have also been tested and checked prior to delivery & that the goods in question are new and free from all defects, and that in the event of goods being found old or defective or not conforming to the specifications or not in conformity with the test certificate(s), Supplier will be held responsible for all losses and that Supplier agrees to substitute the unacceptable goods with the acceptable goods at his risk and cost provided the above mentioned defects/deficiencies are noticed within 18 months from the date of installation/ commissioning or 24 months from the date of delivery of last consignment whichever is earlier. d) The Purchaser shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects. e) Upon receipt of such Notice, the Supplier shall, within the warranty period, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser. f) If having been notified, the Supplier fails to remedy the defect within the

		warranty period, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
2 Defect Liability Provisions	2.1	The period for correction of defects in the warranty period is: To be decided by the Purchasers at the time of such happening.
K-Delay, Extension and Damages Provisions		
1.Extension of Time due to Delay in Performance	1.1	In the event of delay in execution of the Contract by the manufacturer/supplier, caused by circumstances beyond their control, the Procuring Agency may, upon due consideration of the reasons submitted, grant an extension of time for performance of the contractual obligations. Such delay must arise due to a Force Majeure event, which may include but is not limited to: i) Act of God; ii) Act of State, War, or any act of enemy; iii) Strikes, lockouts, riots, or civil commotion; iv) Epidemics and pandemics v) Injunction granted by a lawful court restraining the Supplier from executing the Contract, unless such injunction was due to any alleged irregularity committed by the Supplier; vi) Non-receipt of raw material abroad for reasons beyond the control of the manufacturer; vii) Port delays due to bunkerage or lighterage; viii) Diversions of supplies by the carrier without any fault or knowledge of the manufacturer or supplier. The Supplier shall notify the Procuring Agency in writing, or in electronic form that provides a record of the content of communication, within fifteen (15) days of the occurrence of any such event, providing full particulars and supporting evidence of the Force Majeure condition and its likely impact on the performance timeline. Upon receipt of such notice, the Procuring Agency shall evaluate the legitimacy of the claim and, if satisfied, may at its discretion grant an extension of time corresponding to the verified duration of the Force Majeure event. Unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall make all reasonable efforts to find alternative means of performance not prevented by the Force Majeure event.
2. Liquidated Damages	2.1	If the bidder fail to deliver the stores or any consignment thereof within the specified delivery period, the Purchaser shall be entitled, at his option, either:- i. to recover from you Liquidated Damages levied at the rate of **0.05% of the total contract price per day** or a part thereof subject to a maximum of ten percent (10%) of the contract price; the Liquidated Damages shall be recovered only for the stores supplied late except where undelivered stores hold up the use of other stores, when it shall be levied for the total value of Contract. The recovery of liquidated damages mentioned above

		can be affected from any payment due to you from any DISCOs/PPMC/GENCOs/NTDC and any unit of WAPDA. OR ii. To purchase from elsewhere without notice to bidder at his risk and cost, the stores not delivered, without canceling the contract in respect of the consignment not yet due for delivery. OR iii. To cancel the contract at his risk and cost. In the event of action being taken under (i) or (ii) above, bidder shall be liable for any loss which the purchaser may suffer on that account; but bidder shall not be entitled to any gain on repurchase made against the supply order. If during the course of execution of the Purchase Order, bidder is blacklisted by any unit of DISCO(s)/WAPDA/NTDC/PPMC, the Purchaser may proceed with all or any of the actions detailed below: i. To allow the Contract to run its course till completed in accordance with the terms and conditions of the contract. ii. To stop further supplies with or without financial repercussions. To cancel the contract with or without reservations of rights.
L- Termination and Contract Closure Provisions		
1. Termination under Force Majeure	1.1	The purchaser will have the right to terminate the contract without any penalty or to claim penalty or liquidated damages from the manufacturer/supplier if there is delay in performance of the contract by the manufacturer/supplier or the contract has become incapable of being performed. The possible causative factor for this 'Force Majeure' situation could be as under:- i) Act of God; ii) Act of State, War or any act of enemy. iii) Strikes, lockout, Riots or Civil Commotion. iv) Injunction granted by a lawful court restraining bidder from executing the Contract unless such injunction was due to any alleged irregularity committed by the bidder. v) Non-receipt of raw material abroad for reasons beyond the control of manufacturer of goods. vi) Port delays due to bunkerage or lighterage. vii) Diversions of supplies by the carrier without any fault or knowledge of the manufacturer or supplier. The right of the purchaser to impose penalty, claim liquidated damages or to terminate the contract without any claim/liability on part of either party shall be subject to judicious consideration of the causative factors indicated above herein provided further that the manufacturer/ supplier shall notify to the purchaser in writing within fifteen (15) days of the happening of any such event. Unless otherwise directed by the purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

2. Termination for Default	2.1	The Procuring Agency or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
	2.2	Fundamental breaches of Contract shall include, but shall not be limited to the following: a. the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to **ACC-K-1**; or b. the Supplier fails to perform any other obligation(s) under the Contract; c. Supplier's failure to submit performance security (or guarantee) within the time stipulated in this bidding document**;** d. the supplier has abandoned or repudiated the contract. e. the Procuring Agency or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation; f. a payment is not paid by the Procuring Agency to the Supplier after 84 days from the due date for payment; g. the Procuring Agency gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Procuring Agency; and h. if the Procuring Agency determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract. For the purpose of this clause:
	2.3	**"Corrupt and Fraudulent Practice"** means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004.
	2.4	In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to **ACC Clause K-2,** the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
3. Termination for Insolvency	3.1	The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.
4. Termination for Convenience	4.1	The Procuring Agency, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the Contract is terminated, and the date upon which such termination becomes effective.

	4.2	The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency at the Contract terms and price. For the remaining Goods, the Procuring Agency may elect: a) To have any portion completed and delivered at the Contract terms and prices; and / or b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.